

TOLLING AGREEMENT

THIS TOLLING AGREEMENT (“Agreement”) is made and entered into as of the 25th day of June 2021 (“Effective Date”), by and between Suzanna DeLeon (“DeLeon”) and Tropical Nut & Fruit Co., (“the Company”), executed through their respective counsel, and stating as follows:

RECITALS

WHEREAS DeLeon is a former employee of the Company;

WHEREAS DeLeon has asserted a claim against the Company arising out of the Americans with Disabilities Act (“ADA”).

WHEREAS the Company denies such claim;

WHEREAS DeLeon and the Company are willing to enter into this Agreement upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of DeLeon forbearing at this time from filing a lawsuit, DeLeon and the Company agree as follows:

TERMS AND CONDITIONS

1. All the foregoing Recitals are incorporated as part of the Terms and Conditions of this Agreement.

2. With respect to any and all claims or causes of action under the ADA (the “Tolled Claims”), under any and all jurisdictions within the United States, the Company hereby stipulates that every statute of limitations and filing deadline applicable to the Tolled Claim shall be deemed tolled from May 25, 2021, up to and including the thirtieth (30th) day after (June 25, 2021) (the “First Tolling Period”), unless extended by the written agreement of both parties hereto. *See Attachment A*

3. With respect to the Tolled Claims claims, the Company hereby stipulates, as to it, that every statute of limitations and filing deadline applicable to any of the Tolled Claims shall be deemed tolled from June 25, 2021, up to and including the sixtieth (60th) day after (through August 24, 2021) (the “Second Tolling Period”), unless extended by the written agreement of both parties hereto.

4. The Company will not interpose in any lawsuit or action between the parties, including an appeal arising out of the same, (a) any defense or affirmative defense that the applicable statute of limitations or filing deadline expired or passed based upon or incorporating time elapsed during the Tolling Period or Second Tolling Period; or (b) any defense of laches, estoppel, or waiver based upon or incorporating time elapsed during the Tolling Period or Second Tolling Period. The parties understand and agree, however, that this Agreement and the provisions set forth in the Agreement shall not limit and shall not be construed as limiting the Company from asserting any other defense that it could otherwise have asserted prior to the execution of this Agreement.

5. This Agreement shall not operate as an admission of, or evidence of, liability or wrongdoing of any nature by any of the parties to this Agreement, or that there is any element of or basis for any claim by or against any of them.

6. This Agreement contains all the understandings and representations between the parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to its subject matter.

7. The rights and obligations of the parties created by this Agreement shall be governed by and construed in accordance with the law of the State of Georgia, without regard to conflicts of law.

8. All rights and obligations under this Agreement shall inure to the benefit of, and be binding upon, the parties' respective predecessors and successors in interest, parent and subsidiary entities, and assigns of the parties.

9. This Agreement may not be amended, modified, or supplemented, except in a writing duly executed and delivered by all parties to this Agreement.

10. This Agreement may be signed by electronic signature and may be signed in counterparts, all such counterparts constituting one Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed as of the date first written above.



Paige M. Kovalchik
Representative for Suzanna DeLeon

Date

/s/ David A. Hughes

David A. Hughes
Representative for Tropical Nut & Fruit Co.

June 25, 2021

Date